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LEASE AGREEMENT

INTERSTATE COMMERCE COMMISSION

THIS LEASE OF RAILROAD EQUIPMENT dated *Sept. 28,* 1973 between WESTINGHOUSE LEASING CORPORATION (Lessor), and George P. Baker, Richard C. Bond and Jervis Langdon, Jr., Trustees of the property of PENN CENTRAL TRANSPORTATION COMPANY, Debtor, and the successors of said Trustees, or of any of them (Lessees),

W I T N E S S E T H:

WHEREAS, The Maxson Corporation (Manufacturer), and Lessor have executed a Purchase Contract dated as of _____, 1973 (said Purchase Contract as so amended being hereinafter called the Purchase Contract) whereby Manufacturer has agreed to manufacture and sell and Lessor has agreed to purchase and pay for the units of railroad equipment in Schedule A hereto (said equipment hereinafter collectively called Units and individually a Unit); and

WHEREAS, Lessees desire to lease all of the Units or such lesser number thereof as are delivered and accepted in accordance with the provisions hereof; and

WHEREAS, the Units are to be manufactured in accordance with the specifications approved by Lessees and Lessor, (such specifications being hereinafter called the "Specifications"); and

WHEREAS, Manufacturer, in consideration of Lessees' agreement to lease the Units from Lessor, has agreed by a Warranty Agreement dated as of the date hereof (the Warranty Agreement) to be obligated to Lessees and Lessor by certain covenants and warranties of Manufacturer; and

WHEREAS, the terms and provisions contained in this Lease and the Warranty Agreement constitute the only understanding, oral or written, between Lessor and Lessees relating to the Units; and

WHEREAS, the aforesaid George P. Baker, Richard C. Bond and Jervis Langdon, Jr. have been duly appointed Trustees of the property of Penn Central Transportation Company (the Railroad) by order of the United States District Court for the Eastern District of Pennsylvania, in a proceeding under Section 77 of the Bankruptcy Act entitled "In the Matter of Penn Central Transportation Company, Debtor, No. 70-347", and said appointment has been duly ratified by an order of the Interstate Commerce

Commission, and said Trustees have duly qualified as such and are now in possession of and operating the property of the Railroad pursuant to the provisions and directors contained in orders of said Court; and

WHEREAS, by an order of said Court dated *August 22,* 1973, the form and terms of this Lease were approved by said Court in substantially the present form hereof, and Lessees were duly authorized to execute and deliver this Lease; and

WHEREAS, Lessees represent that all acts and things necessary to make this Lease valid and binding upon Lessees have been done and performed;

NOW, THEREFORE, in consideration of the premises and of the rentals to be paid and the covenants hereinafter mentioned to be kept and performed by Lessees, Lessor hereby leases the Units to Lessees upon the following terms and conditions:

SECTION 1. DELIVERY AND ACCEPTANCE OF UNITS.

Each of the Units shall be inspected by authorized representatives of Lessor and Lessees at Manufacturer's plant at St. Paul, Minnesota and again at the point of delivery to Lessees' lines and if such Unit is in good order and con-

dition and conforms to the Specifications and the other requirements of Section 1 of the Purchase Contract and to all applicable Federal Railroad Administration requirements and all standards recommended by the Association of American Railroads, such representatives shall execute and deliver to Manufacturer and to Lessor a Certificate of Inspection and Acceptance in the form as set forth in Exhibit B, hereto. On acceptance of delivery of any Unit as provided in this Section 1, possession of such Unit shall, for all purposes, be deemed to be held by Lessees under and subject to all the terms and conditions of this Lease; provided, however, that no Certificate of Inspection and Acceptance shall diminish or otherwise affect the obligations of Manufacturer under the Warranty Agreement. Lessees shall promptly after the execution of this Lease deliver to Lessor a certificate signed by the Secretary or any Assistant Secretary of Lessees setting forth the names and signatures of the persons authorized to execute and deliver Certificates of Inspection and Acceptance hereunder.

At all times during the continuance of this Lease, title to the Units shall be vested in Lessor to the

exclusion of Lessees, and delivery of possession of the Units to Lessees and Lessees' possession of the Units shall constitute a leasehold interest only.

This Lease shall not be effective with regard to any Unit not delivered prior to 11:59 P.M. on December 31, 1973.

SECTION 2. TERM OF THE LEASE. The initial term of this Lease, (hereinafter called the "Initial Term"), as to each Unit shall commence on the date of delivery to Lessees specified in the Certificate of Inspection and Acceptance for such Unit and, subject to the provisions of Sections 9, 10 and 12 hereof, shall terminate on the day (hereinafter called the "Initial Term Terminal Day"), preceding the fifteenth anniversary of the Average Date of Acceptance, as hereinafter defined. The term of this Lease shall expire on the Initial Term Terminal Day unless Lessees exercise either or both of their rights and options to extend the term of this Lease as hereinafter provided in this Section 2.

Unless an Event of Default under Section 12 hereof shall have occurred and be continuing, Lessees shall have the right and option, by written notice given to Lessor

not less than ninety (90) days prior to the Initial Term Terminal Day, to extend, subject to the provisions of Section 10 hereof, the term of this Lease with respect to any or all of the Units then subject to this Lease for an additional period of five (5) years, (hereinafter called the "First Extended Term"), commencing on the fifteenth anniversary of the Average Date of Acceptance, as hereinafter defined, and ending on the day, (hereinafter called the "First Extended Term Terminal Day"), preceding the twentieth anniversary of the Average Date of Acceptance, as hereinafter defined.

Unless an Event of Default under Section 12 hereof shall have occurred and be continuing, Lessees shall have the right and option, by written notice given to Lessor not less than ninety (90) days prior to the First Extended Term Terminal Day, to further extend, subject to the provisions of Section 10 hereof, the term of this Lease with respect to any or all of the Units then subject to this Lease for an additional five (5) years, (hereinafter called the "Second Extended Term"), commencing on the twentieth anniversary of the Average Date of Acceptance as hereinafter defined, and ending on the day, (hereinafter called the "Second Extended Term Terminal

Day"), preceding the twenty-fifth anniversary of the Average Date of Acceptance as hereinafter defined.

In the event that Lessees exercise either or both of such rights and options to extend the term of this Lease, the provisions of Sections 8, 9, 10, 11, 12, 15 and 16 hereof shall be applicable during the Initial Term and such extended term of this Lease.

From and after the date of execution hereof until the expiration or termination of the Initial Term or any extension thereof, as to any Unit as set forth in this Section, this Lease shall not be subject to termination by Lessor except pursuant to Section 12 hereof upon the occurrence of an Event of Default, or by Lessees except pursuant to Section 10 hereof, upon default by Lessor, or upon the Lessees' loss of the use of the Units or any of them due to any action by Lessor or any person exercising a claim through or under Lessor.

For the purposes of this Lease, the "Average Date of Acceptance" shall be the first day of the calendar month next succeeding a date determined as follows: the number of Units accepted by Lessees on each date of acceptance on or prior to the cutoff date as extended shall in each case be multiplied by the number of days elapsed subsequent to the date of the acceptance of the first Unit accepted; the products so obtained shall be added together and divided by the total number of Units accepted on or prior to the cutoff date as extended on which any of the Units

were accepted; and the quotient so obtained (rounded out to the nearest whole number) will be the number of days elapsed subsequent to the date of the acceptance of the first Unit to and including the date which is the Average Date of Acceptance; provided, however, that the Average Date of Acceptance may be such other date as shall be agreed upon in writing by Lessor and Lessees.

SECTION 3. RENTALS. Lessees agree to pay to Lessor, in cash, for the Initial Term of this Lease rental for each of the Units subject to this Lease at the rate specified for on Exhibit A hereof. Such rent shall begin to accrue on the date on which such Unit is delivered to and accepted by Lessees hereunder and continuing during the period ending on the earlier of (i) the Initial Term Terminal Day or (ii) the date, if any, on which this Lease shall terminate with respect to such Unit pursuant to Section 10 or Section 12 hereof.

Freight on the Units from St. Paul, Minnesota to the point of delivery will be prepaid by Manufacturer and billed by Manufacturer to Lessees accompanied by prepaid freight bill, which invoice Lessees hereby agree to pay immediately on receipt thereof.

In the event that Lessees exercise their first right and option to extend the term of this Lease, Lessees agree to pay to Lessor, in cash, during the First Extended Term rent for each of the Units subject to the First Extended Term of this Lease at the annual rate specified for such type of Unit on Exhibit A hereof beginning on the fifteenth anniversary of the Average Date of Acceptance and ending on the earlier of (i) the First Extended Term Terminal Day or (ii) the date, if any, on which this Lease shall terminate with respect to such Unit pursuant to Section 10 or Section 12 hereof.

In the event that Lessees exercise their second right and option to further extend the term of this Lease, Lessees agree to pay to Lessor, in cash, during the Second Extended Term rent for each of the Units then subject to the Second Extended Term of this Lease at the annual rate specified on EXHIBIT A hereto beginning on the twentieth anniversary of the Average Date of Acceptance beginning on such twentieth anniversary and ending on the earlier of (i) the Second Extended Term Terminal Day or (ii) the date, if any, on which this Lease shall terminate with respect to such Units pursuant to Section 10 or Section 12 hereof.

Lessees agree to pay such rent to Lessor as follows:
For the quarter during which a Unit is delivered and accepted a daily pro rata rent for such Unit will be payable from the date of acceptance through the last day of such quarter on or before the 10th day of the following quarter and the rent for each succeeding quarter will be payable in arrears on the first business day of the quarter following the quarter in which such rent accrued. If the initial term does not end concurrently with a quarter, pro rata daily rent will be paid during the final partial quarter of the initial term. Rent for each such extended term will be payable annually, in advance, on the first day of such extended term and the first four anniversaries thereof. For the purpose of this lease a quarter shall be the period beginning on January 1, April 1, July 1 and October 1.

Lessees will pay, to the extent legally enforceable, interest at the rate of 10% per annum upon rentals remaining unpaid after the same have become due and payable under any of the provisions of this Lease.

All payments to be made to Lessor shall be made to the following Address: Westinghouse Leasing Corporation, Credit Manager, Three Gateway Center, Pittsburgh, Pennsylvania 15222 or at such other place or places as shall be directed in writing by Lessor.

SECTION 4. COVENANTS, REPRESENTATION AND WARRANTIES.

(a) Lessor represents and warrants that at the time a Unit becomes subject to this Lease, Lessor will be the true

and lawful owner thereof and that such Unit will be free and clear of all liens and encumbrances of any nature whatsoever except only the rights of Lessees hereunder and of the holder of any chattel mortgage or conditional sale agreement or of the trustee of an equipment trust or of the holder of any other lien created by the Lessor on such Units (subject to the rights of Lessees) and except for liens for taxes, assessments or governmental charges or levies not yet due and delinquent or not yet subject to penalty for non-payment, or undetermined or inchoate materialmen's mechanics', workmen's, repairmen's, employees, or other like liens arising in the ordinary course of business and not delinquent (such liens being herein called "Permitted Liens"). Lessor agrees to pay or hold the Lessees harmless from any such Permitted Liens, and that such liens will not interfere with possession of the Units by Lessees. THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES BY LESSOR, WHETHER WRITTEN, ORAL OR IMPLIED INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS OF ANY KIND.

(b) Lessees represent and warrant that:

(i) Lessees, George P. Baker, Richard C. Bond and Jervis Langdon, Jr. have been duly appointed as Trustees of the property

of the Railroad by an order of the United States District Court for the Eastern District of Pennsylvania; the appointment of said Trustees has been ratified by an order of the Interstate Commerce Commission; and said Trustees are duly vested with the title to the properties of the Railroad and have power and authority to carry on its business.

(ii) The execution and delivery of this Lease by Lessees have been duly authorized by an order of said Court; and this Lease is legal, valid, binding and enforceable against Lessees in accordance with its terms.

(iii) The rights of Lessor as herein set forth and the title of Lessor to the Units are free and clear of the lien, charge or security interest created by any mortgage, security agreement or other instrument binding upon the Railroad or Lessees.

(iv) Except for the authorization by the United States District Court for the Eastern District of Pennsylvania of the execution and delivery of this Lease by the Lessees, no governmental authorizations, approvals or exemptions are required for the execution and delivery of this Lease or for the validity and enforceability hereof or for the leasing of the Units hereunder, for the rentals and on the other terms and conditions herein provided or if any such authorizations are required, they have been obtained and, if any such shall hereinafter be required, they will be promptly sought.

(v) No litigation or administrative proceedings are pending or to the knowledge of Lessees are threatened against Lessees, the adverse determination of which would affect the validity of this Lease or the rights of Lessor to enforce the provisions hereof.

(vi) Obligations to make rental and other payments under this Lease will constitute expenses of administration of Lessees, payable on a parity with other equipment obligations theretofore or thereafter assumed or incurred by Lessees; and, upon occurrence of an Event of Default under this Lease, any claim for damages will constitute an expense of administration.

SECTION 5. OPINIONS OF COUNSEL. Concurrently with the delivery of Certificates of Inspection and Acceptance hereunder, Lessees will deliver to Lessor an opinion of Robert W. Blanchette, Esquire, Counsel for Lessees, or an attorney designated by him, satisfactory to Lessor, to the effect that (i) Lessees, George P. Baker, Richard C. Bond and Jervis Langdon, Jr. (or any successor or additional Trustees), have been duly appointed as Trustees of the property of the Railroad by an order of the United States District Court for the Eastern District of Pennsylvania; the appointment of said Trustees has been duly ratified by an order of the Interstate Commerce Commission; and

said Trustees are duly vested with title to the properties of the Railroad and have the power and authority to carry on its business; (ii) the execution and delivery of this Lease by Lessees have been duly authorized by an order of said Court; and this Lease is legal, valid, binding and enforceable against Lessees in accordance with its terms; (iii) the rights of Lessor as herein set forth and the title of Lessor to the Units are free and clear of the lien of any mortgage, security agreement or other instrument binding upon the Railroad or Lessees; (iv) obligations to make rental and other payments under this Lease will constitute expenses of administration of Lessees, payable on a parity with other equipment obligations theretofore or thereafter assumed or incurred by Lessees; and, upon occurrence of an Event of Default under this Lease, any claim for damages will constitute an expense of administration; (v) this Lease has been filed and recorded in such public offices as are necessary for the full protection of the rights of Lessor in the United States of America and in Canada; and (vi) no approval of the

Interstate Commerce Commission or any other governmental authority (except the Court in the proceedings for the reorganization of the Railroad) is necessary for the execution and delivery of this Lease, or if any such approval is necessary (specifying the same), that it has been obtained. Counsel for Lessees or attorneys designated by him to deliver such opinion to Lessor may rely as to Canadian law or as to matters governed by the laws of any of the United States on opinions of attorneys of such jurisdiction who are satisfactory to Lessor.

SECTION 6. IDENTIFICATION PLATES. Upon or before the delivery to Lessees of each of the Units, Manufacturer has agreed to cause to be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of such Unit a metal plate on which plainly and conspicuously appear the following words in letters not less than one inch in height:

WESTINGHOUSE LEASING CORPORATION

PITTSBURGH, PENNSYLVANIA

OWNER AND LESSOR

In case, during the continuance of this Lease, any such plate shall at any time be painted over or otherwise made incon-

spicuous, removed, defaced or destroyed on any Unit, Lessees shall immediately cause the same to be restored or replaced. Lessees will not allow the name of any person, association, or corporation to be placed on any of the Units as a designation which might be interpreted as indicating a claim of ownership thereof by any person, association or corporation other than Lessor or its assignee; but the Units may be lettered with the names or initials or other insignia customarily used by Lessees on equipment of the same or a similar type for convenience of identification of the rights to use and operate the Units under this Lease.

SECTION 7. NUMBERING. On or prior to the time of delivery of each Unit to Lessees, Manufacturer has agreed to cause to be placed on each side of such Unit the Railroad's Road Number. At all times thereafter, during the continuance of this Lease, Lessees will cause each Unit to bear the numbers so assigned to it, and Lessees will not change or permit to be changed, the numbers of any Units, except in accordance with a statement of new numbers to be substituted therefor which previously shall have been filed, recorded or deposited with the Lessor and in all public offices where this Lease will have been filed, recorded or deposited.

SECTION 8. TAXES. Lessees agree that, during the continuance of this Lease, in addition to the rentals herein provided, Lessees will promptly pay all taxes, assessments and other governmental charges levied or assessed upon or in respect of the Units or any thereof or upon the use or operation thereof or the Lessees' earnings arising therefrom, if and to the extent that any such taxes, assessments or other governmental charges may give rise to any lien upon the Units or may become a claim entitled to priority over any of the rights of Lessor in and to the Units, and as additional rental will promptly pay or reimburse Lessor for all taxes, assessments and other governmental charges levied or assessed against Lessor or any successor in title of Lessor solely on account of ownership of the Units or any thereof or on account of the use or operation thereof or on account of the earnings arising therefrom (exclusive, however, of any tax in the nature of an income tax on the net income from the rentals herein provided), including any sales, use or similar taxes payable on account of the sale or delivery of the Units by the Manufacturer to Lessor or the leasing of the Units hereunder; but Lessees shall not be required to pay the same

so long as they shall in good faith and by appropriate legal or administrative proceedings contest the validity or amount thereof unless thereby, in the judgment of Lessor, the rights or interest of Lessor will be materially endangered, nor shall Lessees be required to make any tax payment which is deferred by order of a court having jurisdiction, provided that such deferment shall not subject the title and interest of Lessor in and to the Units to any lien or encumbrance. In the event any tax reports are required to be made on the basis of individual Units, Lessees will either make such reports in such manner as to show the ownership of such Units by Lessor or will notify Lessor of such requirement and will make such report in such manner as shall be satisfactory to Lessor.

Lessees further agree to indemnify Lessor against the loss of any portion of the investment tax credit applicable to the purchase of the Units covered by this Lease in the event the loss of the credit is the result of acts or omissions of Lessees, provided that the existence of any such loss shall be confirmed either by tax counsel mutually acceptable to Lessees and Lessor or

by a decision of any Federal Court (including the United States Tax Court). Lessees shall reimburse Lessor for such lost investment tax credit in an amount which, after reduction for Lessor's Federal income tax (or that of its parent in the event consolidated Federal income tax returns are filed) thereon, shall equal, in the opinion of such counsel, the amount of such lost investment tax credit, and, in addition, reimburse Lessor for interest on any Federal income tax deficiency which arises from such lost investment tax credit, but only to the extent that any such interest is attributable to the period prior to Lessees' payment to Lessor of the reimbursement for such lost investment tax credit. Such acts or omissions of Lessees shall be deemed to include the loss of Units under any of the circumstances described in Section 10 of this Lease and the repossession and subsequent disposal of Units by Lessor as described in Section 12 of this Lease.

SECTION 9. MAINTENANCE, LIENS AND INSURANCE.

(a) Lessor makes no warranty or representation, either express or implied, in respect of the Units, including, without limitation, any warranty or representation

as to the fitness, design or condition of, or as to the quality of the material, equipment or workmanship in, the Units delivered to Lessees hereunder, it being agreed that all such risks, as between Lessor and Lessees, are to be borne by Lessees.

(b) Lessor hereby assigns to Lessees, during the period this Lease is in effect, such rights as it may have under warranties against the Manufacturer or the manufacturer of any component parts of the Units and shall, at Lessees' expense cooperate with Lessees' and take such action as may be reasonably requested to enable Lessees to enforce such rights.

(c) Lessees agree, during the continuance of this Lease, at Lessees' own cost and expense to maintain and keep all of the Units in good order and repair, ordinary wear and tear excepted, and acceptable for operation in unrestricted interchange pursuant to the rules of the Association of American Railroads and the Federal Railroad Administration.

(d) Except for alterations or changes required by law, Lessees shall not, without the prior written approval of Lessor, effect any change in the design, or construction of the Units or in the Specifications.

(e) Any parts installed or replacements made by Lessees upon any Unit (except for special devices which have been added to the Units by Lessees, the cost of which is not included in Manufacturer's total unit price on

which the rentals hereunder have been computed, which is not required for the operation or use of the Units and which can be removed without material injury to the Units) shall be considered accessions to such Unit and title thereto shall be immediately vested in Lessor, without cost or expense to Lessor.

(f) Lessees shall pay or satisfy and discharge any and all sums claimed by any party claiming by, through or under Lessees which, if unpaid, might become a lien or a charge upon the Units or entitled to priority over any of the rights of Lessor in and to the Units, but Lessees shall not be required to discharge any such claim so long as they shall in good faith and by appropriate legal proceedings contest the validity thereof in any reasonable manner which, in the opinion of Lessor, will not affect or endanger the title and interest of Lessor in and to the Units.

(g) Lessees shall, at their own cost and expense, insure each Unit from the time of delivery and acceptance thereof and at all times thereafter until Lessees' obligations under this Lease with respect to such Unit have been discharged, against loss, damage or destruction thereof caused by fire, lightning, wreck, derailment, collision, flood, tornado, cyclone, sabotage, riot or

civil commotion, such insurance, in the case of each Unit to be in an amount satisfactory to Lessor, except that such coverage may be limited so that no loss (1) amounting to less than \$5,000 on each Unit, or (2) amounting to more than \$250,000 in any one occurrence, shall be payable. All such insurance shall be taken for the benefit of Lessor in an insurance company or companies satisfactory to Lessor. Such policy or policies shall insure the interests of Lessor in the Units and shall provide that the proceeds of such insurance shall be payable to Lessor. Provided the Lessee is not in default under the terms of this lease, all insurance proceeds received by Lessor with respect to any Units shall:

(i) be paid over to Lessees, in the case of repairable damage to such Unit, upon receipt by Lessor from Lessees of proof in duplicate satisfactory to Lessor of the proper repair of such damage; or

(ii) be applied by Lessor, in the case of the loss, destruction or damage beyond repair of such Unit, towards the satisfaction of Lessees' obligation to make the payment required by Section 10 hereof.

SECTION 10. LOSS, THEFT OR DESTRUCTION OF A UNIT.

In the event any Unit is lost or stolen or is destroyed or damaged beyond economical repair from any cause

whatsoever, or shall be requisitioned, taken over or nationalized by any governmental authority under the power of eminent domain or otherwise during the term of this Lease (except by a Reorganized Company, as hereinafter defined), and all of the obligations of Lessees hereunder are not assumed by such governmental authority within sixty (60) days after such event, Lessees shall promptly and fully inform Lessor of such occurrence and shall, within thirty (30) days after such occurrence, pay to Lessor, as liquidated damages in lieu of any further claim of Lessor hereunder in respect of such Unit, except for accrued rent and such claims as arise or exist under Sections 8 and 9 hereof, the present worth, as hereinafter defined, of the total remaining rental for such Unit plus the Net Scrap Value, as hereinafter defined, for such Unit.

The present worth of the total remaining rental for such Unit as used in this Section 10 shall mean an amount equal to such rental discounted on a 8.42% per annum basis compounded montly from the date of such occurrence to the Terminal Day of the then current term of this lease as defined in Section 2 hereof.

The Net Scrap Value of each Unit shall mean an amount in cash equal to the current quoted price per gross ton of No. 1 Heavy Railroad Melting Steel Scrap, prevailing at Pittsburgh, Pennsylvania, as published in Iron Age or other reputable industrial journals, on the first day of the month preceding the month in which payment of such Net Scrap Value is required to be made, multiplied by the weight of such Unit as set forth in Schedule A hereto.

In case upon the requisition, take over or nationalization of any of the Units as hereinbefore provided Lessees shall fail to make payment therefor to Lessor pursuant to this Section 10, the Lease shall be in default, and Lessor shall be entitled to the full amount of any award or recovery from such occurrence and Lessees shall not be entitled to any part of such award or recovery as damages or otherwise, hereby expressly waiving any right or claim thereto.

This Lease shall continue in full force and effect irrespective of the cause, place or extent of any damage, loss, destruction, requisition, take over or nationalization of any of the Units the risk of which shall be borne by Lessees; provided, however, that this Lease shall terminate

with respect to any Unit which is lost, stolen, destroyed or damaged beyond repair or requisitioned, taken over or nationalized on the date Lessor shall receive payment of the amount required to be paid to it on account of such Unit under this Section 10.

SECTION 11. COMPLIANCE WITH LAWS AND RULES; INDEMNIFICATION:

(a) Lessees agree to comply in all respects with all laws of the jurisdictions in which their operations involving the Units may extend and with all lawful rules of the Federal Railroad Administration and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over Lessees or over the Units, to the extent that such laws and rules affect the operation, maintenance or use of the Units. In the event such laws or rules require the alteration of the Units, Lessees will conform therewith, at Lessees' expense, and will maintain the same in proper condition for operation under such laws and rules; provided, however, that Lessees may, in good faith, contest the validity and application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the property or rights of Lessor as owner hereunder.

(b) Lessees hereby agree to indemnify, reimburse and hold Lessor harmless from any and all claims, demands,

suits, judgments or causes of action for or on account of injury to or death of persons, or loss or damage to property which may result from or grow in any manner out of the control, use or operation of the Units under this Lease whether or not in the possession of Lessees, provided, however, that Lessees do not assume liability in respect of representatives, agents or employees of the Manufacturer or Lessor, and provided, further, that Lessor will assign or pay over to Lessees any and all claims which it may have against third parties in respect of loss or damage to the Units if Lessees are not in default under this Lease.

SECTION 12. DEFAULT. If, during the continuance of this Lease or any extension thereof, one or more of the following events shall occur:

(a) default shall be made in the payment of any part of the rental provided in Section 3 hereof and such default shall continue for five (5) days after written notice from Lessor to Lessees;

(b) Lessees shall make or suffer any unauthorized assignment or transfer of this Lease or of possession of the Units or any of them except for the requisitioning,

taking over or nationalizing described in Section 10 of this Lease and shall fail or refuse to cause such assignment or transfer to be cancelled by agreement of all parties having any interest therein and to recover possession of such Unit or Units within thirty (30) days after written notice from Lessor to Lessees demanding such cancellation and recovery of possession;

(c) default shall be made in the observance or performance of any other of the covenants, conditions and agreements on the part of Lessees contained herein and such default shall continue for thirty (30) days after written notice from Lessor to Lessees specifying the default and demanding the same to be remedied;

(d) any material representation made by Lessees herein or hereunder or in any certificate or other instrument delivered under or pursuant to any provision hereof shall prove to have been false or incorrect in any material respect on the date as of which made;

(e) the order dated *August 22*, 1973 of the United States District Court for the Eastern District of Pennsylvania in the pending proceedings for the reorganization of the Railroad, authorizing the execution and delivery of this Lease by Lessees and their

undertaking of the obligations, duties and liabilities hereof, shall be reversed, modified, amended or superseded in any material respect which might adversely affect any of the rights, powers, privileges and remedies of the Lessor under this Lease; and the order effecting such reversal, amendment, modification or superseding of said order shall not have been vacated or set aside or stayed within sixty (60) days from the date of entry thereof;

(f) a plan of reorganization of the Railroad shall be approved by the Court in the pending proceedings for the reorganization of the Railroad and said plan does not provide for the assumption by the Reorganized Company as hereinafter defined of each and every obligation of Lessees under this Lease in form and substance satisfactory to Lessor;

(g) a petition for reorganization under Section 77 of the Bankruptcy Act, as now constituted or as said Section 77 may be hereafter amended, shall be filed by or against any Reorganized Company as hereinafter defined and all the obligations of Lessees under this Lease shall not have been duly assumed by a trustee or trustees

within thirty (30) days after such appointment, if any, or sixty (60) days after such petition shall have been filed, whichever shall be earlier; or

(h) any proceedings shall be commenced by or against any Reorganized Company as hereinafter defined for any relief under any bankruptcy or insolvency laws, or laws relating to the relief of debtors, readjustments of indebtedness, reorganizations, arrangements, compositions or extensions (other than a law which does not permit any readjustment of the indebtedness payable hereunder), and all the obligations of Lessees under this Lease shall not have been duly assumed by a trustee or trustees or receiver or receivers appointed for such Reorganized Company or for its property in connection with any such proceedings or otherwise given the same status as obligations assumed by such a trustee or trustees or receiver or receivers, within thirty (30) days after such appointment, if any, or sixty (60) days after such proceedings shall have been commenced, whichever shall be earlier; then, in any such case (herein sometimes called Events of Default), Lessor, at its option,

may

(1) proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessees of the applicable covenants of this Lease or to recover damages for the breach thereof; or

(2) by notice in writing to Lessees terminate this Lease, whereupon all right of Lessees to the use of the Units shall absolutely cease and determine as though this Lease had never been made, but Lessees shall remain liable as herein provided; and thereupon Lessees shall deliver possession of the Units to Lessor in accordance with Section 16 hereof unless such delivery is impossible because the Units or any portion thereof were requisitioned, taken over or nationalized as described in Section 10 and Lessor may by its agents enter upon the premises of Lessees or other premises where any of the Units may be and take possession of all or any of such Units (damages occasioned by such taking of possession are hereby expressly waived by Lessees) and thenceforth hold, possess and enjoy the same free from any right of Lessees, or Lessees' successors or assigns, to use the Units for any purpose whatever; but Lessor shall nevertheless have a right to recover from Lessees any

and all amounts which under the terms of this Lease may be then due or which may become due and unpaid for the use of the Units (including rentals accruing on the Units after the date of default); and also to recover forthwith from Lessees (to the extent not recovered pursuant to the foregoing) the following:

(i) as damages for loss of the bargain and not as a penalty a sum with respect to Units where the term has not expired, which represents the excess of the present worth at the time of such termination, of the aggregate of the rentals for the Units which would otherwise have accrued hereunder from the date of such termination to the Terminal Day of the then current term over the then present worth of the Fair Rental Value of such Units for such period; plus interest on such excess at the rate of 9% per annum commencing on the date of such notice. Fair Rental Value shall be determined in the same manner as Fair Market Value is determined in Section 17, Paragraph 2 herein. Such present worths are to be computed in each case by discounting such rental payments at a rate of 8.42% per annum, compounded monthly from the respective dates upon which rentals would have been payable hereunder had

this Lease not been terminated to the time of such termination, and (ii) any expenses incurred in the re-taking, storage, repairing and lease, sale or other disposition, and reasonable attorneys' fees incurred by Lessor, plus an amount equal to accrued taxes and other amounts payable hereunder by Lessees with respect to the Units, all costs, expenses, losses and damages incurred or sustained by Lessor by reason of such default, with interest at the rate of 9% per annum on each of the foregoing items in this subparagraph (ii) and on all sums not paid when due under this Lease.

If on the date of such termination or repossession any Unit is damaged, lost, stolen or destroyed or subject to requisition, take over or nationalization by any governmental agency or is subject to any levy, seizure, assignment, application or sale for or by any creditor, and Lessor has not been paid as provided in Section 10 hereof, Lessees shall also remain liable for payment of the amounts specified in Section 10 hereof.

The remedies in this Lease provided in favor of Lessor shall not be deemed exclusive, but shall be cumulative, and shall be in addition to all other remedies

in its favor existing at law or in equity. Lessees hereby waive any mandatory requirements of law, now or hereafter in effect, which might limit or modify any of the remedies herein provided, to the extent that such waiver is permitted by law. No delay or omission of Lessor in the exercise of any power or remedy given herein shall be deemed a waiver of such power or remedy. In the event that Lessor shall bring suit and be entitled to judgment hereunder, then Lessor shall be entitled to recover reasonable expenses, including attorneys' fees and the amount thereof shall be included in such judgment.

SECTION 13. POSSESSION AND USE OF THE UNITS.

Unless an Event of Default shall have occurred and be continuing, Lessees shall be entitled to the possession and use of the Units in accordance with the terms of this Lease. Lessees shall not, without the prior written consent of Lessor, part with the possession or control of, or suffer or allow to pass out of their possession or control, any of the Units except that Lessees may permit the use thereof or any part thereof by other railroads

in the usual interchange of traffic, and except as otherwise provided in Section 15 hereof.

SECTION 14. ANNUAL REPORT. Lessees will furnish to Lessor on or before May 1 in each year commencing May 1, 1974 and on such other date or dates as Lessor may from time to time reasonably request, an accurate report certified by a duly authorized agent or officer of Lessees, stating as of a recent date (not exceeding 90 days preceding the date of such report) (a) the Railroad's Road Numbers of the Units then subject to this Lease, (b) the Railroad's Road Numbers of all Units that have become lost, destroyed or irreparably damaged since the date of the previous report (or since the date hereof in the case of the first such report), (c) the Railroad's Road Numbers of all serviceable Units, (d) that all Units then subject to this Lease have been kept in good order and repair or, if such be the case, the Railroad's Road Numbers of all Units then awaiting repairs or being repaired in accordance with Section 9 hereof, (e) that the metal plates affixed to the Units are required by Section 6 hereof have remained and presently are affixed to each side of each Unit,

and such plates have not been painted over or otherwise made inconspicuous or defaced, and (f) that, to the best of his knowledge, no Event of Default, and no event which with the giving of notice and lapse of time, or the giving of notice or lapse of time, would constitute an Event of Default, has occurred during the year immediately preceding the date as of which such report is made, or, if any such Event of Default or other such event has occurred, specifying the same and the nature and the status thereof. Lessees will furnish copies of such reports to such persons as Lessor may from time to time designate in writing to Lessees. Lessor shall have the right, by its agents, to inspect the Units and/or Lessees' records with respect thereto at reasonable times and places and upon reasonable notice during the continuance of this Lease or any extension thereof.

SECTION 15. ASSIGNMENT.

(a) All rights, benefits and advantages of Lessor hereunder may be assigned, pledged, mortgaged, transferred or otherwise disposed of, either in whole or in part, and/or

Lessor may assign, pledge, mortgage, transfer or otherwise dispose of title to the Units, with or without notice to Lessees subject to the rights of the Lessee hereunder.

(b) Lessees, without the prior written consent of Lessor, shall not sell, assign, transfer or encumber their leasehold interest under this Lease in any of the Units, except that Lessees may assign and transfer their leasehold interest hereunder in the Units and the possession thereof to any railroad which shall have assumed all of the obligations hereunder of Lessees and into, with, or to which Lessees shall have merged or consolidated or conveyed a substantial part of their railroads and except that the Lessees may sublet the Units or any of them to any railroad or other corporation so long as the Lessees obligations hereunder are not extinguished by such subletting, and except to the extent that the provisions of any mortgage now or hereafter created on any of the lines of railroad of Lessees or any other liens authorized by the Court in the proceedings for the reorganization of the Railroad may subject such leasehold interest to the lien thereof. Any assignment prohibited by this Section 15 shall be void.

(c) Nothing in this Section 15 shall be deemed to limit the right of Lessees to assign and transfer Lessees' leasehold interest hereunder in the Units and the possession thereof to a Reorganized Company (as hereinafter defined), or to a governmental agency established to acquire railroad equipment provided that all the obligations then existing or to accrue of Lessees under this Lease shall be assumed as a general obligation by such Reorganized Company of governmental agency.

(d) After any assignment and transfer of Lessees' leasehold interest hereunder in the Units and the possession thereof as above permitted nothing in this Section 15 shall be deemed to limit the right of the Reorganized Company (as hereinafter defined) as successor to Lessees, at any time further to assign and transfer their leasehold interest hereunder in the Units and the possession thereof to any successor corporation which shall have assumed all of the obligations hereunder of Lessees and into or with which such Reorganized Company shall have merged or consolidated or which shall have acquired all or substantially all of the property of such Reorganized Company; nor shall

anything in this Section 15 be deemed to limit such successive assignments and transfers.

(e) The term "Reorganized Company" shall mean any corporation (which may be the Railroad) or governmental agency which acquires a substantial portion of the lines of railroad comprised in the Railroad's estate, and thereafter shall include any successor which shall have become such in compliance with paragraph (d) of this Section 15.

(f) The term "Lessees" whenever used in this Lease means George P. Baker, Richard C. Bond and Jervis Langdon, Jr., Trustees of the property of the Railroad, as well as any successor or additional trustees of such property, before any assignment and transfer of Lessees' leasehold interest hereunder in the Units and the possession thereof to a Reorganized Company as hereinbefore provided in this Section 15 and thereafter shall mean any Reorganized Company.

(g) The liabilities and obligations of said Trustees, George P. Baker, Richard C. Bond and Jervis Langdon, Jr., as well as of any such successor or additional trustees, under and in respect of this Lease, are the liabilities

of such Trustees, or any or all of them solely as trustees of the property of the Railroad, and not individually. Said Trustees and any successor or additional trustees shall not be relieved of their liabilities or obligations as such Trustees under or in respect of this Lease, except upon any assignment and transfer of Lessees' leasehold interest hereunder in the Units and the possession thereof to a Reorganized Company as hereinbefore provided in this Section 15.

SECTION 16. RETURN OF UNITS. Upon the expiration of the term of this Lease, or if Lessor shall rightfully demand possession of the Units pursuant to this Lease or otherwise, Lessees shall forthwith deliver the possession of the Units to Lessor. For such purpose Lessees shall at their own cost and expense forthwith assemble the Units and place them upon such storage tracks of Lessees as Lessor may designate, or, in the absence of such designation, as Lessees may select, and Lessees shall permit Lessor to store said Units on such tracks for a period not exceeding one hundred (100) days from the date that all Units are so assembled at the risk of Lessor, and shall at their own cost and

expense transport or cause to be transported the same or any thereof, at any time within such one hundred (100) day period to any place or places on the lines of railroad operated by them or to any connecting carrier for shipment, all as directed by Lessor. The assembling, delivery, storage and transporting of the Units as hereinabove provided are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the premises Lessor shall be entitled to a decree against Lessees so as to assemble, deliver, store and transport the Units.

Without in any way limiting the obligation of Lessees under the foregoing provisions of this Section 16, Lessees hereby irrevocably appoint Lessor as the agent and attorney of Lessees, with full power and authority, at any time while Lessees are obligated to deliver possession of such Unit to Lessor, to demand and take possession of such Unit in the name and behalf of Lessees from whomsoever shall be at the time in possession of such Unit.

Except as otherwise provided in Section 10 hereof, in the event that any Unit or Units subject to this Lease are not redelivered to Lessor on or before the date on which the term of this Lease expires, all of the obligations of Lessees under this Lease with respect to such Unit or Units shall remain in full force and effect until such Unit or Units are redelivered to Lessor.

SECTION 17. PURCHASE OPTIONS. Provided that this Lease has not been earlier terminated and Lessees are not in default hereunder, Lessees may by written notice delivered to Lessor not less than six months prior to the end of the Initial Term, the First Extended Term or the Second Extended Term of this Lease, elect to purchase all of the Units covered by this Lease at the end of such term or extension of this Lease for a purchase price equal to the Fair Market Value of such Units as of the end of such term or extension.

If on or before four months prior to the extension of the term of this Lease or any extension thereof, Lessor and Lessees are unable to agree upon a determination

of the Fair Market Value of the Units, the Fair Market Value as hereinafter defined shall be determined by a qualified independent appraiser. The term Appraiser shall mean such independent appraiser as the Lessor and the Lessees may mutually agree upon, or failing such agreement, a panel of three independent appraisers, one of whom shall be selected by the Lessor, the second by the Lessee and the third designated by the first two so selected. The Appraiser shall be instructed to make such determination within a period of 30 days following appointment, and shall promptly communicate such determination in writing to the Lessor and the Lessee. The expenses and fee of the Appraiser shall be borne equally by the Lessees and the Lessor, except upon termination pursuant to section 12 hereof in which case the fees shall be borne by the Lessees.

Fair Market Value shall mean at any time for the determination thereof an amount determined on the basis of, and equal to, the value which would obtain in an arms-length transaction between an informed and willing buyer-user (other than (i) a lessee currently in possession and (ii) a used equipment dealer) and an informed and willing

seller under no compulsion to sell and, in such determination, costs of removal from the location of current use shall not be a deduction from such value.

SECTION 18. MODIFICATION OF LEASE. This Lease and the Warranty Agreement exclusively and completely state the rights of the Lessor and Lessees with respect to the Units. No modification, variation, termination, discharge or abandonment hereof and no waiver of any of the provisions or conditions shall be valid unless in writing and signed by duly authorized representatives of Lessor and Lessees, or the successors, transferees or assigns or either, subject, however, to the limitations on assignment hereof by Lessees.

SECTION 19. SECTION HEADINGS AND CERTAIN REFERENCES. All section headings are inserted for convenience only and shall not affect any construction or interpretation of this Lease. Unless otherwise indicated, all references herein to sections, subsections, clauses and other subdivisions refer to the corresponding sections, subsections, clauses and other subdivisions of this Lease; the words "herein", "hereof", "hereby", "hereto", "hereunder", and words of similar import refer to this Lease as a whole and not to

any particular section, subsection, clause or other subdivision hereof; and reference to a numbered or lettered subdivision of a section shall include relevant matter within the section which is applicable to but not within such numbered or lettered subdivision.

SECTION 20. CERTAIN APPLICABLE LAWS. Any provision hereof prohibited by or unlawful or unenforceable under any applicable law or any jurisdiction shall as to such jurisdiction be ineffective without modifying the remaining provisions of this Lease. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by Lessees to the full extent permitted by law, to the end that this Lease shall be deemed to be a valid, binding agreement enforceable in accordance with its terms.

SECTION 21. 360 DAY YEAR. Computations hereunder involving the determination of interest or discount shall be made on the basis of a 360-day year of twelve 30-day months.

SECTION 22. NOTICES. All demands, notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally

delivered or delivered to a United States post office, first-class postage prepaid, or to a telegraph office, charges prepaid, addressed as follows:

If to the Lessor:

Westinghouse Leasing Corporation
Credit Manager
Three Gateway Center
Pittsburgh, Pennsylvania 15222

If to the Lessees:

Trustees of the Property of
Penn Central Transportation Company, Debtor
Room 1334, Six Penn Center Plaza
Philadelphia, Pennsylvania 19104

Attention: Treasurer

or to such other addresses as may hereafter be furnished in writing by either party to the other.

SECTION 23. GOVERNING LAW. The provisions of this Lease and all rights and obligations hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

SECTION 24. SURVIVAL OF COVENANTS. Any other provisions contained in this Lease to the contrary notwithstanding, it is hereby agreed that the provisions of Sections 8, 11, 12, 15 and 16 hereof shall survive the expiration or termination hereof.

SECTION 25. SUCCESSORS AND ASSIGNS. Subject to the provisions of Section 15, this Lease shall be binding upon and shall inure to the benefit of Lessor and Lessees and their respective successors and assigns, and no other persons shall have or acquire any right under or by virtue of this Lease.

SECTION 26. EXECUTION IN COUNTERPARTS. This Lease may be executed simultaneously in several counterparts, each of which so executed shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.

SECTION 27. RECORDING. Lessees, without expense to Lessor, will cause this Lease and all amendments, supplements, and assignments hereof or thereof, to be duly filed and recorded and re-filed and re-recorded with the Interstate Commerce Commission in accordance with Section 20c of the Interstate Commerce Act and this Lease to be deposited with the Registrar General of Canada in accordance with Section 86 of the Railway Act (a notice of such deposit to be given in the "Canada Gazette" pursuant to said Section 86). Lessees will promptly furnish to

Lessor certificates or other evidences of such filing and recording and re-filing and re-recording and an opinion satisfactory to Lessor of Counsel for Lessees, or an attorney designated by him satisfactory to Lessor, with respect thereto. In addition, Lessees shall do and perform all such other acts as may be required by law, or reasonably requested by Lessor, for the protection of Lessor's title to the interest in the Units.

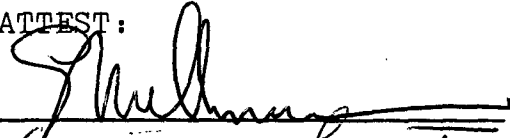
SECTION 28. OTHER EQUIPMENT LEASES AND SECURED OBLIGATIONS. Lessees agree that, during the continuance of this Lease, Lessees will not assume or enter into any other leases of equipment, equipment trust agreements, conditional sale agreements or other liabilities or obligations in connection with the leasing or financing of the acquisition of rolling stock equipment, (i) if such liabilities or obligations would be entitled, directly or indirectly, to any priority in right of payment over the obligations of Lessees under this Lease or (ii) if such liabilities or obligations would be secured, directly or indirectly, by an mortgage, lien or

other security interest in property of the Railroad or Lessees (except the rolling stock equipment involved in the particular transaction) unless the obligations of Lessees under this Lease are given the same priority and are equally and ratably secured thereby.

SECTION 29. This Lease is a net lease and the Lessees shall not be entitled to any abatement of rent, reduction thereof or set off against rent, including, but not limited to, abatements, reductions or set offs due or alleged to be due to, or by reason of, any past, present or future claims involving this Lease or other dealings between Lessor and Lessees.

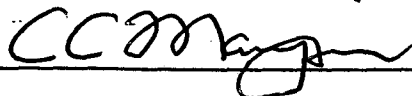
IN WITNESS WHEREOF, Lessor has caused this Lease to be executed in its corporate name, by one of its officers thereunto duly authorized, and its corporate seal to be hereunto affixed and duly attested, and Lessees have caused this Lease to be executed on their behalf.

ATTEST:

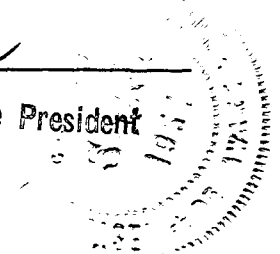

Assistant Secretary

WESTINGHOUSE LEASING CORPORATION

By



Vice President



WITNESS:

W. N. Langdon
ASSISTANT SECRETARY

GEORGE P. BAKER, RICHARD C.
BOND, and JERVIS LANGDON, JR.,
TRUSTEES OF THE PROPERTY OF
PENN CENTRAL TRANSPORTATION
COMPANY, DEBTOR

By W. N. Langdon
Vice President

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY) SS:

On this 7th day of September, 1973,
before me personally appeared C. C. Traupin
to me personally known, who, being by me duly sworn,
said that he is Vice President of
Westinghouse Leasing Corporation that the seal affixed
to the foregoing instrument is the corporate seal of
said Corporation, that said instrument was signed and
sealed on this day on behalf of said Corporation by
authority of its Board of Directors, and he acknowledged
that the execution of the foregoing instrument was the
free act and deed of said Corporation.

Janet E. Adams

COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF PHILADELPHIA) SS:

JANET E. ADAMS, Notary Public
Pittsburgh, Allegheny Co., Pa.
My Commission Expires April 9, 1975

On this 28th day of September, 1973,
before me personally appeared W. R. DIVINE,
to me personally known, who, being by me duly sworn said
that he is a Vice President of the Trustees of the property
of Penn Central Transportation Company, Debtor, that the
foregoing instrument was signed by him on this day on behalf
of and by authority of the Trustees of the property of

Penn Central Transportation Company, Debtor, and he
acknowledged that the execution of the foregoing
instrument was the free act and deed of said Trustees.

Paul T. MacIntire

PAUL T. MacINTIRE

Notary Public, Philadelphia, Philadelphia Co.

My Commission Expires October 4, 1976

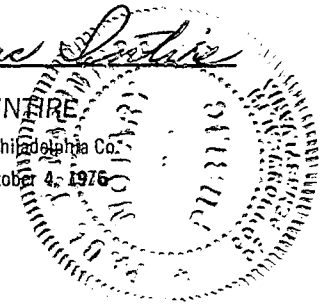


EXHIBIT A - RENT PER UNIT

Initial Term

1st Fifteen Years \$29.50 per \$1,000 of unit cost = Quarterly Rental per Unit

The rent during the extended terms, if any, shall be as shown
below:

1st Five Year Extension \$39.20 per \$1,000 of unit cost = Annual Rental per Unit

2nd Five Year Extension \$29.90 per \$1,000 of unit cost = Annual Rental per Unit

EXHIBIT B
CERTIFICATE OF INSPECTION AND ACCEPTANCE

To:

WESTINGHOUSE LEASING CORPORATION
Credit Manager
Three Gateway Center
Pittsburgh, Pennsylvania 15222

We do hereby certify as follows:

(i) The below described Units of railroad equipment
(the Units) were delivered by Manufacturer to the Railroad
Trustees at the Railroad's tracks at
on the indicated dates:

<u>Description</u>	<u>Quantity</u>	<u>Railroad's Road Number</u>	<u>Date of Delivery</u>
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(ii) The Units have been inspected by duly appointed and
authorized representatives of Purchaser and the Railroad Trustees
at the plant of Manufacturer and again at the point of delivery here-
inbefore specified in accordance with Section 2 of the Purchase Con-
tract. Such inspections show (a) that the Units are in good order
and condition and conform to the Specifications referred to in the
Purchase Contract and to all applicable Federal Railroad Administration
requirements and all standards recommended by the Association of
American Railroads and (b) that there was plainly, distinctly, per-
manently and conspicuously placed and fastened upon each side of each
Unit a metal plate on which plainly and conspicuously appear the
following words in letters not less than one inch in height:

WESTINGHOUSE LEASING CORPORATION
PITTSBURGH, PENNSYLVANIA
OWNER AND LESSOR

and that each Unit was plainly and distinctly marked with the Railroad's
Road Number set forth above with respect thereto.

(iii) On the aforesaid dates of delivery the Units were duly
accepted by the undersigned on behalf of Purchaser and the Railroad
Trustees as the Lessees thereof referred to in the Purchase Contract.

(iv) Execution of this certificate shall in no way affect the
warranty rights of Purchaser and the Railroad Trustees against Manufacturer.

Dated: , 1973.

(Representative of Penn Central Trustees)

(Representative of Westinghouse Leasing
Corporation)

SCHEDULE A

<u>Description</u>	<u>Specification # and Date</u>	<u>Weight</u>	<u>Units</u>	<u>Railroad's Road #</u>	<u>Unit Price</u>	<u>Total</u>
• 150 ton capacity flat car, Penn Central class F53	Builders Speci- fication 429-6 dated October 20, 1972	103,000#	4	770012 through 770015 both in- clusive	\$53,390*	\$213,560*

* Estimated price; final price to be determined by final invoice.